

AGENDA

COMMITTEE ON LANDS AND BUILDINGS

January 19, 2021

**Aldermen Shaw, Levasseur
Cavanaugh, Moreau, Long**

6:00 p.m.

**Online Virtual Meeting
Call +1 (646) 749-3122 and enter
Access Code: 754-364-341
when prompted**

1. Chairman Shaw calls the meeting to order.
2. Due to the COVID-19/Coronavirus crisis and in accordance with Governor Sununu's Emergency Order #12 pursuant to Executive Order 2020-04, this Committee is authorized to meet electronically.
3. The Clerk calls the roll.
4. Communication from William Dodge requesting to purchase a city-owned parcel located on Douglas Street (Map 393, Lot 1).
(Note: Attached are responses from the Planning & Community Development Department, Assessor's Office and the Tax Collector's Office all recommending that this request be denied.)
5. Communication from Brenda Masewic-Adams, Tax Collector, requesting authorization for the Mayor to sign the purchase and sales agreement for 2 Bethel Court (with addendum) and for the Solicitor to conduct the sale.
(Note: Attached is a letter from Mr. Duperron regarding the removal of the special terms in the P&S.)
6. If there is no further business, a motion is in order to adjourn.

November 24, 2020

William Dodge
171 Kearsarge Street Apt. A
Manchester, NH 03102

Mathew Normand, CMC City Clerk
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RECEIVED

NOV 30 2020

City Clerk's Office

City Clerk Mathew Normand,

I am writing to express interest in purchasing a small portion of city land. I have spoken with Alderman Normand Gamache regarding my intentions, of which he has given his support and directed me to you to pursue the purchase of this land. Found in the letter below is a map, on page 3, that I will reference throughout to assist in the explanation of my intentions.

I am currently the owner and resident of 171 Kearsarge Street (Map 393 Lot 17A – highlighted in green on the map below) and the owner of an adjacent lot (Map 393 Lot 17C – highlighted in yellow on the map below). The portion of land I am looking to purchase is located off Douglas Street, which is highlighted in red on the map below (Map 393 Lot 1). My intent is to purchase a piece of Map 393 Lot 1 to use as an extension of Map 393 Lot 17C on which I plan to build a single-family home.

Based on my research of the subdivision plans on the lots mentioned above, on June 28, 1985 Lot 17 was subdivided into two separate lots, Lot 17 and Lot 17A. Approximately two years later, on June 9, 1987 the land was subdivided again into Lot 17, 17A, 17 B and 17C. A house was built on Lot 17A in 1987, Lot 17B in 1988, and Lot 17C was left vacant at the time with the intention for a house to be built in the future. There are several letters attached below (pg. 4-6) between the former owner, the alderman at the time, the Parks and Rec department head, and superintendent allowing the owner to maintain the triangular piece of land (highlighted in red on the map) once a single family home was built on Lot 17C (highlighted in yellow). Based on the correspondence in the letters below, it is unclear as to why a single-family home was never built on Lot 17C, whether it be financial or economical, the approved R-2 lot was left vacant.

By current city zoning ordinance standards, all three of the existing residences would be considered “non-conforming” mainly due to the minimum square footage requirements of 6,500 square feet. However, at the time of construction of these dwellings the requirements were different. Currently, Lot 17C is 5,815 square feet. After some research into the zoning ordinances it seems that there is a grandfather clause, “6.10 Special Lot sizes in the R-2 District” that states:

“Within the R-2 District, both vacant and developed lots (which contain otherwise conforming uses and structures) created prior to May 19, 1987 of at least 5,000 square feet in area and a lot width of at least 50 feet shall be considered conforming and shall not be subject to consolidation provisions of this ordinance. In addition, a new lot may be created with at least 5,000 square feet

and a lot width of at least 50 feet, provided that it is for a single-family house only and that the Planning Board grants a Conditional Use Permit following a finding that the proposed use, lot size, height, bulk, orientation and other specific characteristics of the proposed lot and building are consistent with, and appropriate to, the predominant character of the adjacent neighborhood. (Rev. 9/5/06)”

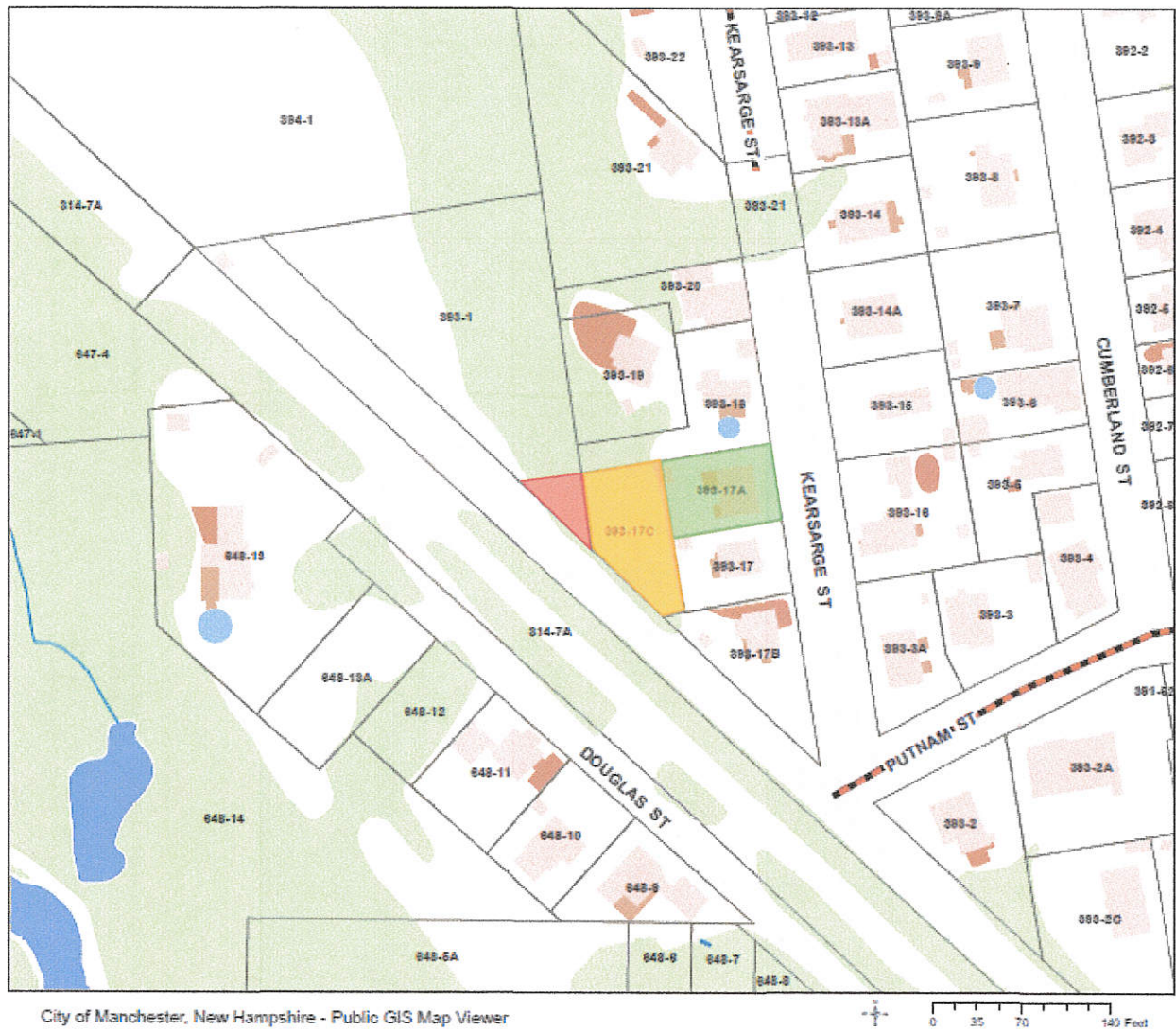
If I have followed the timeline correctly, the revision to the subdivision which included Lot 17C was created and submitted on April, 17 1987, however, it was not approved by the planning board until June 9, 1987. This means that Lot 17C does not fall under Section 6.10 by 23 days. Due to this, in order to build a single-family home on the lot, I would need a variance to move forward. By purchasing a triangular piece of land from Map 397 Lot 1 (highlighted in red on the map), and adding it as an expansion of Lot 17C, it will make the lot a conforming parcel of land and will also allow me more leeway to the size and orientation of the house. With this added square footage, I would intend to build a 3 bedroom 2 bath home for myself and future family to live in. Water/sewer, gas, and electrical utilities are already accessible and would be used.

I would like to thank you for your consideration in regard to this matter. I can be reached at 603-548-2566 or at whdodge1989@gmail.com in the event that there are clarifying questions or in the event that you would like to walk the lots. I am looking forward to continuing to make Manchester my home.

Thank you,

A handwritten signature in black ink, appearing to read 'W. Dodge', with a stylized, cursive script.

William Dodge



City of Manchester, New Hampshire - Public GIS Map Viewer

MEL SIDING, INC.
229 YOUNG STREET
MANCHESTER NH
03103

City of Manchester
Parks and Recreation Department
625 Mammoth Road
Manchester NH 03104

Attn: Mr. Lemire

Gentlemen:

My wife and I own some property along Douglas Street on the west side of Manchester.

Enclosed is a legal description showing Lot 17-4 of Subdivision Plan of Marcel and Lucie Lacasse, revised on April 17, 1987, and recorded in the Hillsborough County Registry of Deeds as Plan #20752.

As you will notice, there is a small triangle of land (marked out in broken lines on the picture of the land) which consists of approximately 700 square feet only, and is situated at the northwest corner of our property, and which forms an extension of the City property mentioned in the description.

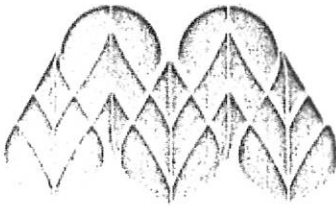
This small parcel is dead land presently, and I would be interested in knowing if the City would be willing to let us acquire it. It would straighten out the boundary line of the property and bring it directly to Douglas Street, without causing the City any appreciable loss of value.

I would appreciate hearing from you at your early convenience concerning this matter. Thank you for your consideration.

Very truly yours,

Marcel E. Lacasse

Enclosure -1-



**City of Manchester
Parks & Recreation Department**

625 Mammoth Road
Manchester, New Hampshire 03104
(603) 624-6565

COMMISSION
Wilfrid Aubin
Chairman
William Allen
Clerk
Michael Lopez
Charles Hunt
Robert Kirby
Clement M. Lemire
Superintendent

September 16, 1988

Alderman Peter Burkush, Chairman
Lands & Buildings
City Hall
Manchester, N.H.

Dear Alderman Burkush:

Attached you will find request from Marcel Lacasse to acquire a small triangle of land on Douglas Street, which is located next to our Piscataquog River Park land.

I don't believe this is part of the Piscataquog Complex which was purchased with Federal monies.

As I looked at it, I find no objection on our part. A house there would improve the area.

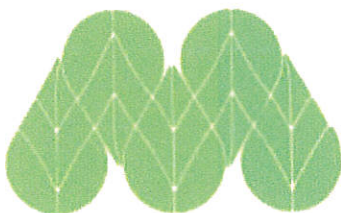
If you have any further questions, please, do not hesitate to call.

Respectfully yours,

Clement M. Lemire
Superintendent

CML:am

cc: Mr. Lacasse
John Prentice
Alderman Lydon
Original Copy: Leo Bernier



**City of Manchester
Parks & Recreation Department**

625 Mammoth Road
Manchester, New Hampshire 03104
(603) 624-6565

COMMISSION
Wilfrid Aubin
Chairman
William Allen
Clerk
Michael Lopez
Charles Hunt
Robert Kirby
Clement M. Lemire
Superintendent

February 13, 1989

Marcel LaCasse
929 Young St.
Manchester, NH 03103

Dear Marcel:

This is to officially inform you that you have the right to clear the under brush on the triangular piece of land off Douglas Street Extension, which we viewed this morning.

It would be nice if you could landscape the piece which would make your lot much nicer.

If you have any questions, please do not hesitate to call.

Sincerely,

Clement M. Lemire
Superintendent

CML:caj



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning & Land Use Management
Building Regulations
Code Enforcement Division
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director Building Regulations

December 10, 2020

Alderman Barbara Shaw, Chairwoman
Committee on Lands and Buildings
Board of Mayor and Aldermen
One City Hall Plaza
Manchester, New Hampshire 03101

Re: Request to Purchase a Portion of Lot 393-1, with frontage on Douglas Street

Dear Chairwoman Shaw and Honorable Committee Members:

The City has received a request to purchase City-owned real estate identified as Tax Map 393, Lot 1, which has frontage on Douglas Street. The purpose of this letter is to provide a response from the Planning and Community Development Department (PCD), pursuant to Sections 34.15 – 25 of the Manchester Code of Ordinances. For the reasons stated below, PCD recommends denial of the request.

First and foremost, there are legal restrictions on Lot 393-1 that limit the use and sale of the property. Thanks to research conducted by multiple City departments, including the Department of Public Works, Assessing, and the Clerk's Office, we know that the City acquired and improved Lot 393-1, along with many others, using local and federal funds to preserve land along the Piscataquog River for public recreation.

The work began in 1968, when the Board of Mayor and Aldermen adopted a resolution to issue \$80,000 of general-obligation bonds to purchase land and buildings and conduct demolition and construction for the Piscataquog River Open Space Project (PROSP). As stated in the resolution, the purpose of the PROSP was the "development of natural and man-made recreational facilities for the health, welfare and general benefit of the population."

In 1969, the City recorded a plan for the PROSP at the Hillsborough County Registry of Deeds and, soon thereafter, began acquiring properties. Lot 393-1 is labeled as "38" on the plan and was acquired in 1970. *See attached.* The work of acquiring land, planning, and construction went on for years. The BMA made additional resolutions related to raising or transferring funds for the PROSP in 1969, 1970, and 1974.

In addition to the money raised by the City, federal funds were also committed to the PROSP. These funds came from both the U.S. Department of Housing and Urban Development in the 1970s to purchase land and from the U.S. Department of Interior's Land and Water Conservation Fund (LWCF) in the 1980s to improve the land. Legal restrictions came with the funds from both sources to ensure that the land was used for the intended purposes.

To enforce the restrictions from HUD, the City recorded a Notice of Deed Restriction in 1976. The restriction references the PROSP plan and lists more than 30 parcels acquired pursuant to the plan, including parcel 38, which is Lot 393-1. The restriction says that the parcels were condemned by the City using federal funds for recreation purposes and that the “properties or any interest therein may not be sold, leased, mortgaged or otherwise transferred or encumbered without the prior written approval of the Secretary of Housing and Urban Development, his designee, or any successor thereto.”

To enforce the restrictions from the LWCF funds, the City entered into an agreement with the State, which administers LWCF funds, in 1980. The agreement references the Piscataquog River Park project and says, “Property acquired or developed under this program will be retained and used for public outdoor recreation purposes in perpetuity or as otherwise provided for in this project agreement. No other uses, or the conversion or disposal of any part of the project site will be permitted without prior approval of the New Hampshire State Liaison Officer and the Director of Heritage Conservation and Recreation Service.”

In addition to the legal restrictions placed on Lot 393-1, another reason that PCD would not recommend selling the requested section of the property is that doing so would deprive the remainder of the lot of a significant amount of road frontage. Lot 393-1 has approximately 150 feet of frontage. Since a survey has not been conducted for the requested subdivision, it is not clear exactly how much frontage there is, but the R-2 Zoning District would require at least 75 feet, and 100 feet for most uses. It is possible that the requested subdivision would leave Lot 393-1 with less than 75 feet of frontage, thereby making it noncompliant for any use.

Lastly, as shown on the GIS map included with this letter, the area requested for sale and its adjacent lot are quite steep. It is likely that much of the area of the adjacent lot would fall under the definition of “steep slopes” in the Zoning Ordinance, making it unbuildable. *See attached.*

For the reasons stated above, PCD recommends that the Committee deny the request to sell part of Lot 393-1. If the Committee is inclined to recommend that the BMA approve the request, please note that Section 34.21 of the Manchester Code of Ordinances states that City-owned lots must be declared “surplus” prior to their sale, and that the sale shall be public, unless disposal by private sale would be in the best interests of the City, is required by justice, or if other good reasons exist.

If you have any questions, staff from PCD will be available at the meeting at which you discuss the request.

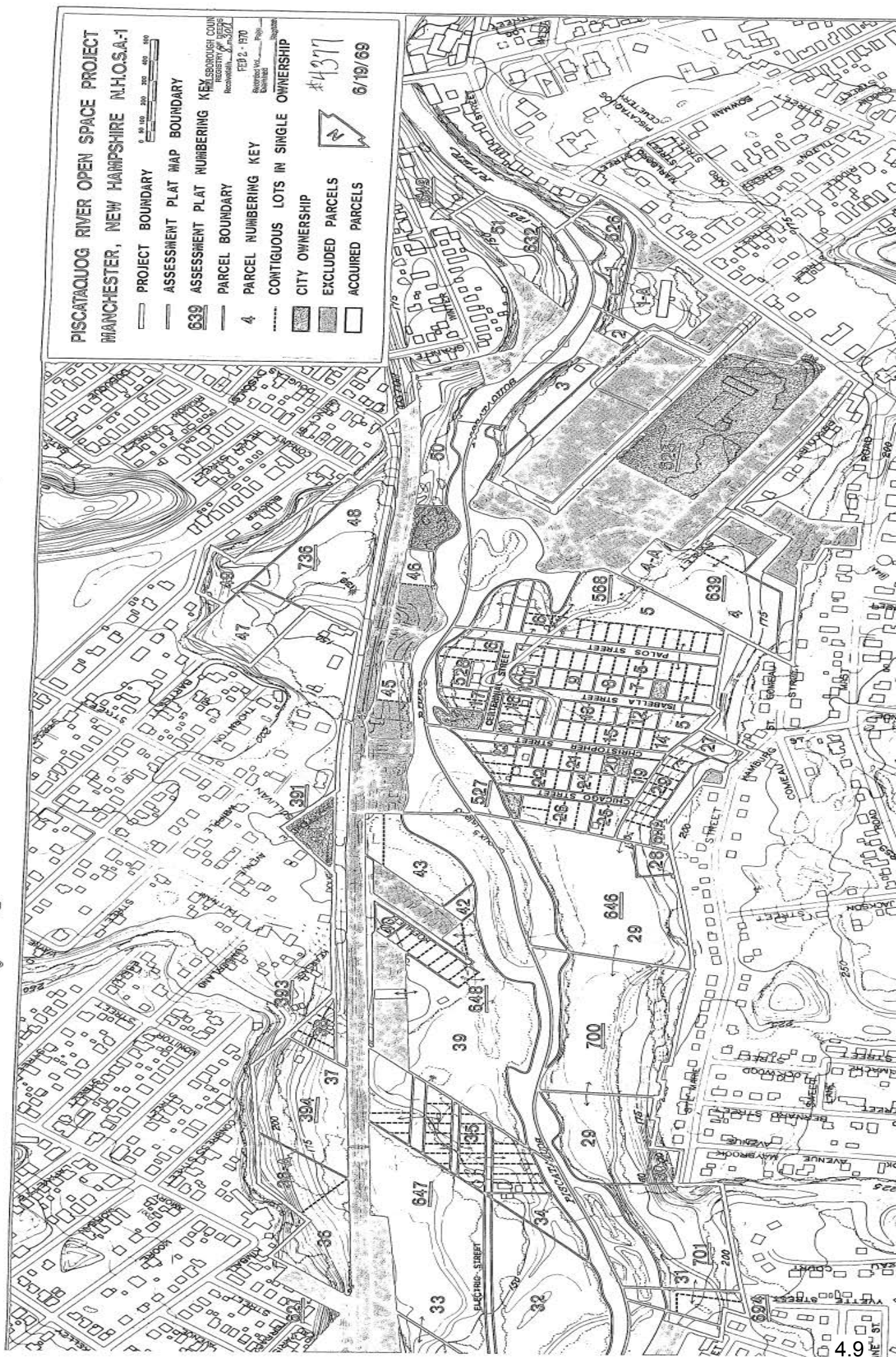
Sincerely,



Jeffrey Belanger, AICP
Senior Planner
Manchester Planning and Community Development Department

Cc: Robert Gagne, Chairman, Board of Assessors
Brenda Masewic Adams, Tax Collector
Kevin Sheppard, P.E., Director of Public Works
Mark Gomez, Chief of Parks
Michael Intranuovo, Archives and Records Management Officer
File

Sheet #182 Manchester NH
Plan #4377 Piscataquog River Open Space Project



Lot 393-1 Douglas Street

Area Requested for Sale

2-Foot Elevation Contours



0 75 150
Feet



Produced by the Manchester Planning and Community Development Department
for a report submitted to the Committee on Lands and Buildings



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.Gov



Robert J. Gagne, Chairman
Michael W. Hurley

Lisa Turner
Assistant to Assessors

To: Chairman Barbara Shaw, Committee on Lands & Buildings
From: Board of Assessors
Date: December 8, 2020
Re: Request to Purchase Portion of City owned parcel (Map 393, Lot 1) located on Douglas St

The Assessors have completed an analysis of the estimated market value of the above-referenced property. The following is a summary of important facts and the value estimate:

Property Location	Douglas Street
Assessors Map/Lot	Map 393, Lot 1
Property Owner	City of Manchester Parks & Recreation
Deed Book/Page	Book 2077 Page 194
Date Acquired	May 14, 1970
Improved/Vacant	Vacant Park Land
Total Land Area	31,507 square feet total (Petitioner seeks to purchase approximately 1,182 square feet abutting parcel Map 393 Lot 17C)
Current Zoning	R-2 / Residential 2-Family
Overlay District	None
Easements / Restrictions	Piscataquog River Open Space Project. Plan #4377 dated June 19, 1969 and recorded at the H.C.R.D.
Estimated Value	None provided. See below comments.
Comments	Area sought for purchase is currently open City Park space (see maps attached). Party seeking purchase owns an abutting parcel to the east (parcel 393-17C Douglas St). That abutting parcel is vacant land listed as “unbuildable” due to nonconforming size. The subject parcel appears to have been acquired by the City under the LWCF (Land and Water Conservation Fund) Act of 1965. There are severe restrictions and limitations on the use of this land for any purpose other than as a City Park or conservation area. The Board of Assessors recommends the request to purchase be denied.

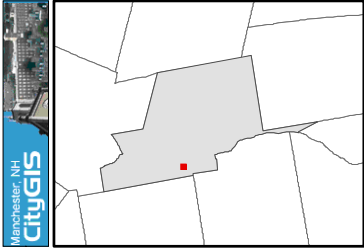
Respectfully,

Robert J. Gagne, CNHA, NHCG
Chairman

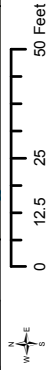
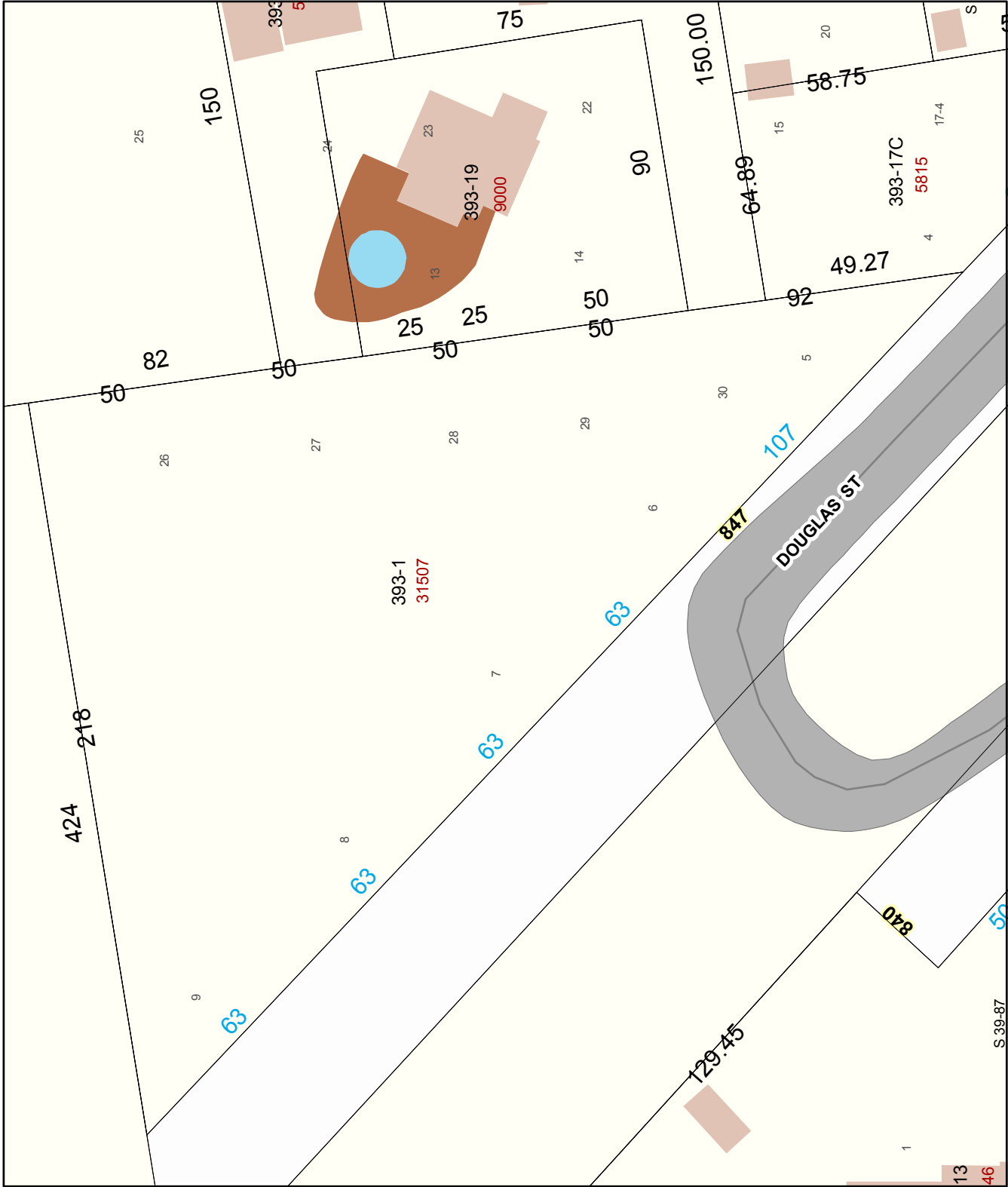
CURRENT OWNER			TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT			2017		
CITY OF MANCHESTER PARKS & RE 625 MAMMOTH RD MANCHESTER NH 03104			1 Level	8 None	1 Paved	1 Urban					Description	Code	Appraised	Assessed	MANCHESTER, NH	
			5 Sleep								EXM LAND	960V	85,500	85,500		
													Total	85,500		85,500
													PREVIOUS ASSESSMENTS (HISTORY)			
RECORD OF OWNERSHIP			BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE		VC							
CITY OF MANCHESTER PARKS & RECREAT CITY OF MANCHESTER TAX COLLECTOR			2077	194	05-15-1970	U	V	0 35		0 35	Year	Code	Assessed	Year	Code	Assessed
			2077	194	05-14-1970	U	V	0 35			2020	960V	85,500	2019	960V	85,500
EXEMPTIONS			OTHER ASSESSMENTS													
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int								
Total			0.00													
ASSESSING NEIGHBORHOOD			B													
Nbhd	Nbhd Name		Tracing			Batch										
570																
NOTES																
VACANT LAND			Total Appraised Parcel Value										85,500			
VISIT / CHANGE HISTORY																
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpose/Result		
									03-07-2006	MO			00	Meas & Int Insp.		
									01-27-2006	JM			00	Meas & Int Insp.		
									05-15-2000	CM			14	Other		
									12-13-1990				00	Meas & Int Insp.		
LAND LINE VALUATION SECTION																
B	Use Code	Description	Zone	Land Type	Land Units	I. Factor	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment		Adj Unit P	Land Value	
1	960V	NOTAX C VA			31,507 SF	2.86	1.00000	1	1.00	570	0.950	1.0000		2.71	85,500	
Total Card Land Units					0.723 AC	Parcel Total Land Area 0.7233							Total Land Value		85,500	

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd	Description	Element	Cd	Description		
Style: Model Grade: Stories: Occupancy Exterior Wall 1 Exterior Wall 2 Roof Structure: Roof Cover Interior Wall 1 Interior Wall 2 Interior Flr 1 Interior Flr 2 Heat Fuel Heat Type: AC Type: Total Bedrooms Total Bthrms: Total Half Baths Total Xtra Fixtrs Total Rooms: Bath Style: Kitchen Style: MHP	99 00	Vacant Land Vacant					
<div>CONDO DATA</div> <div><div>Parcel Id</div><div>C</div><div>Ownes</div></div> <div><div>Adjust Type</div><div>Code</div><div>Description</div><div>Factor%</div></div> <div>Condo Fir</div> <div>Condo Unit</div>							
<div>COST / MARKET VALUATION</div> <div>Building Value New0</div> <div>Year Built0</div> <div>Effective Year Built0</div> <div>Depreciation Code</div> <div>Remodel Rating</div> <div>Year Remodeled</div> <div>Depreciation %</div> <div>Functional Obsol0</div> <div>External Obsol0</div> <div>Trend Factor1</div> <div>Condition</div> <div>Condition %</div> <div>Percent Good</div> <div>RCNLD0</div> <div>Dep % Ovr</div> <div>Dep Ovr Comment</div> <div>Misc Imp Ovr</div> <div>Misc Imp Ovr Comment</div> <div>Cost to Cure Ovr</div> <div>Cost to Cure Ovr Comment</div>							
<div>OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)</div> <div><div>Code</div><div>Description</div><div>L/B</div><div>Units</div><div>Unit Price</div><div>Yr Blt</div><div>Cond. Cd</div><div>% Gd</div><div>Grade</div><div>Grade Adj.</div><div>Appr. Value</div></div>							
<div>BUILDING SUB-AREA SUMMARY SECTION</div> <div><div>Living Area</div><div>Floor Area</div><div>Eff Area</div><div>Unit Cost</div><div>Undeprec Value</div></div>							
Ttl Gross Liv / Lease Area00000							

No Sketch

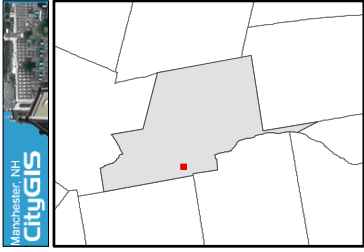


Area Map Showing Extent Of Map At Left

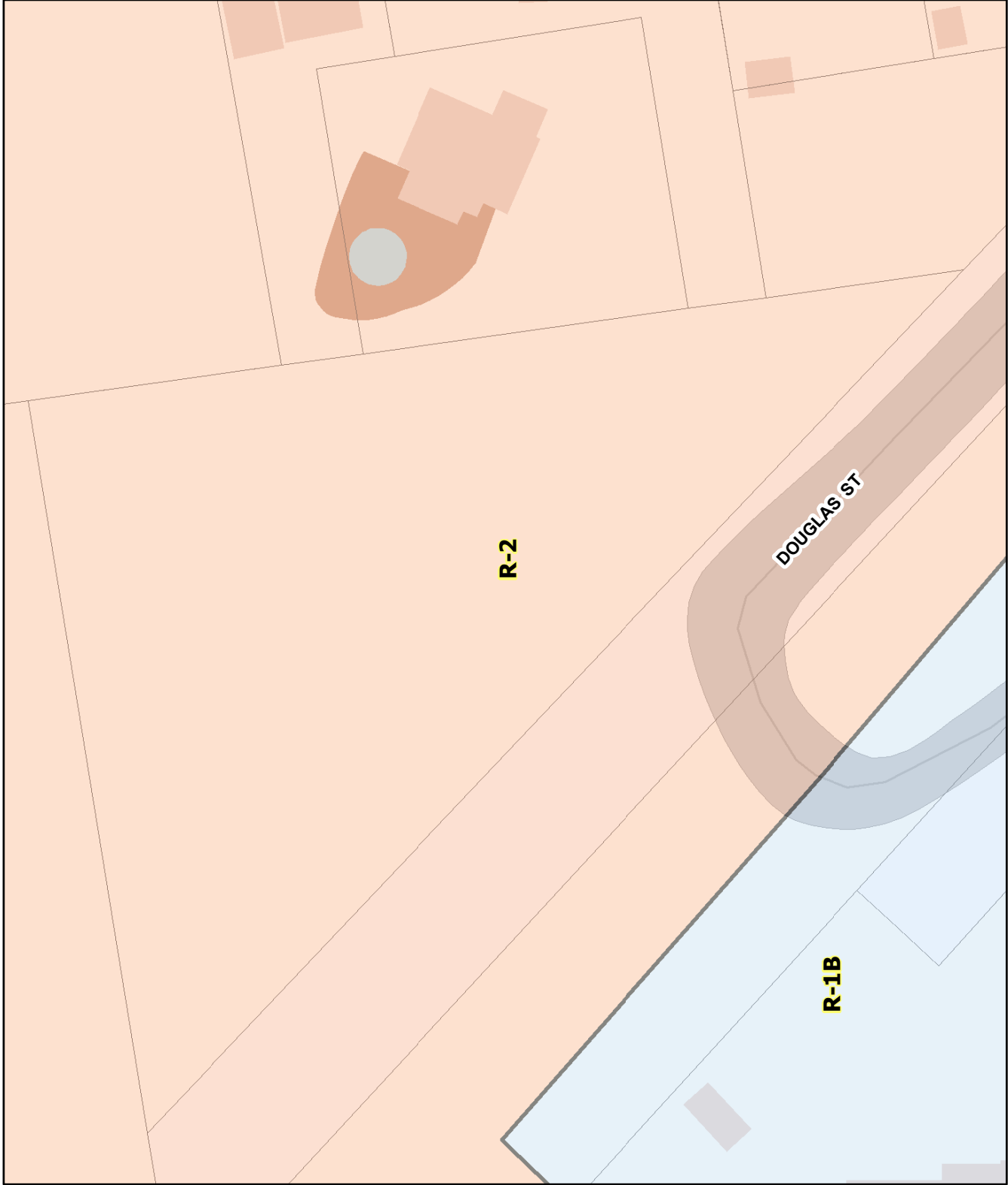


DISCLAIMER

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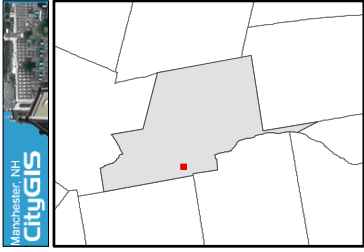


Area Map Showing Extent Of Map At Left



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Area Map Showing Extent Of Map At Left



City of Manchester, New Hampshire - CityGIS Map Print

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Brenda Masewic Adams, CTC
Tax Collector



Laura Mills
Deputy Tax Collector

CITY OF MANCHESTER
TAX COLLECTOR

DATE: December 9, 2020
TO: Committee on Lands & Buildings
FROM: Brenda Masewic Adams, Tax Collector
RE: Map 0393 Lot 0001, Douglas St

Map/Lot:	0393/0001
Owner:	City Of Manchester, Parks & Rec
Current Liens:	None
Back Taxes:	\$0

This lot is not tax-deeded property. However, based on our notations for this parcel, the lot is part of the Piscataguog River Open Space Project and marked, "Do Not Sell".

Respectfully,



Brenda Masewic Adams
Tax Collector

Brenda Masewic Adams, CTC
Tax Collector



Laura Mills
Deputy Tax Collector

CITY OF MANCHESTER TAX COLLECTOR

DATE: December 29, 2020
TO: Committee on Lands & Buildings
FROM: Brenda Masewic Adams, Tax Collector
RE: Map 0006, Lot 0003A; 2 Bethel Ct
Prior Owner: Karen K. Gould
Deed Bk/Pg: 6372/1970
Deed Recording: 03/16/2001
Back Taxes: \$0.00

On November 10, 2020 the Board of Mayor and Aldermen approved the disposition of 2 Bethel Ct, Map 0006 Lot 0003A and authorized the Tax Collector to negotiate the sale with Robert Duperron. Mr. Duperron is the owner of 170 Amherst St which abuts 2 Bethel Ct.


Attached is the purchase and sales agreement which has a purchase price cash offer of \$200,000. A deposit of \$10,000 was made and is held on account. Closing is tentatively scheduled for January 27, 2021, pending the sale approval by the Board of Mayor and Aldermen.

Please review item number 17 of the purchase and sales agreement. Our Solicitors Office may need to add an addendum to the sales agreement to remove those terms from the sale.

I would like to request that the Board authorize Mayor Joyce Craig to sign the purchase and sales agreement with an addendum and the Solicitor's Office to conduct the sale.

The Notice to Former Owner to Repurchase (RSA 80:89) and Distribution of Proceeds (RSA 80:88) does not apply since this is not tax deeded property.

Respectfully,


Brenda Masewic Adams
Tax Collector

1 City Hall Plaza West • Manchester, New Hampshire 03101 • (603) 624-6575 • FAX: (603) 628-6162
E-mail: taxcollector@ManchesterNH.gov • Website: www.manchesternh.gov

PURCHASE AND SALES AGREEMENT

AGREEMENT made this ____ day of December 2020, by and between the **CITY OF MANCHESTER**, a municipal corporation, of 1 City Hall Plaza, Manchester, NH, 03101 hereinafter referred to as SELLER, and **G. Robert Duperron** with mailing address of P.O. Box 5653, Manchester, NH 03108, and his nominee or assigns, hereinafter referred to as BUYER.

The "**EFFECTIVE DATE**" will be that date when all parties have been emailed a copy of this agreement signed and dated by all parties.

In consideration of the mutual promises contained in this Agreement, Buyer and Seller hereby agree as follows:

1. **PREMISES.** Seller agrees to convey, and Buyer agrees to purchase improved parcel of land located at **2 Bethel Court**, Manchester, Hillsborough County, New Hampshire 03103; being the same as described in deed to Seller dated March 16, 2001 and recorded in Hillsborough County Registry of Deeds at Book 6372, Page 1970; being shown as City of Manchester Tax Map 6, Lot 3A (the "Premises").
2. **PURCHASE PRICE.** Subject to the terms and conditions of this Agreement, Buyer shall pay to Seller the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) (the "Purchase Price"), being the appraised value as shown on appraisal attached hereto as EXHIBIT A.
3. **DEPOSIT.** To bind this agreement, Buyer shall pay a deposit of \$10,000.00 to Seller on or before two (2) business days after the Effective Date, failure of which will cause this agreement to automatically terminate and any deposit received shall be returned to Buyer. Deposit, together with any interest earned thereon, shall be applied toward Sales Price at closing if Buyer purchases the Premises; otherwise Deposit shall be disbursed pursuant to Paragraph 5, below.
4. **DEED.** Seller shall convey the Premises to Buyer by Quit Claim Deed with clear and marketable title, subject to all easements recorded in said registry at Book 525, Page 556, and Book 592, Page 285.
5. **CLOSING.** Seller shall convey the Premises to Buyer at a closing which will take place at an agreed upon location on or before January 27, 2021. *IF BUYER FAILS TO CLOSE THROUGH NO FAULT OF SELLER, SELLER SHALL RETAIN THE DEPOSIT AND THIS AGREEMENT SHALL BE TERMINATED.*

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Buyers' Initials: GRD

Sellers' Initials: _____

6. **POSSESSION.** Seller shall deliver possession of the Premises to Buyer as of the date of closing in AS IS condition, subject to all tenants in possession, if any at all.

7. **TITLE.** Buyer may, at its sole cost and expense, cause the title to the Premises to be examined. If upon examination of title, Buyer, or its representative finds that the title to the Premises is not good and marketable then the Buyer may, at its option, rescind this Agreement by written notice to Seller by on or before fifteen (15) days after the Effective Date, in which event the Deposit will be returned to Buyer and neither party hereto will have any further rights or duties hereunder, or Buyer may, at its option, proceed with the purchase by taking such title as Seller can convey without any diminution in the Purchase Price. If Buyer does not so rescind and does not also give notice to Seller of dissatisfaction in title by that date, this contingency is waived.

8. **PRORATIONS.** Any prepaid rents for the month of closing and any outstanding real estate taxes, water, sewer, or municipal assessments outstanding at the time of closing will be prorated at time of Closing.

9. **SELLER'S DISCLOSURE RELATIVE TO RADON GAS, LEAD PAINT and ARSENIC** (Pursuant to N.H. R.S.A. 477:4-a):

(a) **Radon Gas:** Radon Gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

(b) **Lead Paint:** Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

(c) **Arsenic:** Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

10. **BROKER/AGENCY.** The parties agree that there is no real estate broker or agent involved in this transaction and if any claim on behalf of any other broker or agent is made or upheld, then the party against or through whom such claim is made, shall defend, indemnify, and hold the other harmless against any damages, costs without limitation, or reasonable attorney's fees.

11. **INSURANCE/OTHER HAZARDS.** Seller shall keep the property insurance (by policy or self-insured) through day after closing in amounts and terms as it is now insured, if at all.
12. **GOVERNING LAW.** The interpretation of this Agreement and the rights and obligations of the Buyer and Seller hereunder will be governed by the laws of the State of New Hampshire.
13. **SUCCESSION.** The provisions and agreement herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representatives, and assigns.
14. **INTEGRATION.** All of the representations, statements and agreement heretofore made between the parties are merged into this Agreement which alone fully and completely expresses their respective obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement made by the other or on his behalf.
15. **INSPECTION:** This is an "as is, where is sale" and Buyer waives all right to rescind this agreement based on dissatisfaction with any inspection or condition of the Premises, and Buyer shall purchase this property subject to any and all defects (except for title) known and unknown.
16. **FINANCING.** There is no financing contingency. This is a "cash" purchase.
17. **SPECIAL TERMS**
- (a) "Post-closing Deadline" shall mean that day which is 395 days after the closing date, exclusive of day of closing.
 - (b) "Work" shall mean pulling building permits, conducting fit-up, rehab and repair of the improvements on and at the Premises, including the building, walkway, and driveway in order to complete work necessary to obtain Certificate of Occupancy for the Premises as a 3-family residential building.
 - (c) Buyer shall have the right until the end of day on the Post-closing Deadline to complete the Work without being required to obtain any variance, waiver, site plan approval, or other departmental relief from the City of Manchester.
 - (d) The City of Manchester is estopped from requiring variance relief, planning waivers or site plan approvals be first obtained before the Work can be done or building permits or Certificates of Occupancy issued.

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Buyers' Initials: G R D

Sellers' Initials: _____

(e) Any work after the Post-closing Deadline, will be subject to normal protocols, variances, approvals and permits to address any zoning deficiencies, planning waivers, or site plan approvals which arise from proposed changes to the Premises which were not addressed as "Work".

(f) The rights and conditions of subsection (a), (b), (c), (d) and (e) shall survive closing.

18. SELLER DELIVERABLES:

WITHIN FIVE (5) DAYS OF EFFECTIVE DATE:

- (a) Copies of all current (and expired if Tenants are still occupying) leases and rental agreements;
- (b) Rent Roll, showing begin and end dates of rental, current rent, arrearage, security deposit, undisbursed income interest earned on security deposit;
- (c) Status of any landlord tenant litigation or eviction going on and whether tenant gave to Landlord a CDC Tenant Declaration.

AT CLOSING:

- (a) Deed;
- (b) Assignment of Leases
- (c) Transfer of Security Deposit Statements and transfer of security deposits
- (d) Proration of Rents

19. MISCELLANEOUS

Survival. All representations, warranties and agreements of Seller and Buyer contained in or referenced by this Agreement shall not remain operative or in full force and, shall not survive the Closing, but shall merge upon passing of the Deed, with the exception of warranty of title, and terms and conditions relating to the Deposit.

Modification. This Agreement cannot be changed, amended, or modified in any way except by an instrument in writing, executed by the party or parties to be charge with the change, amendment, or modification.

Notices and Requests. Any notice, request, instruction, or other document given or required to be given hereunder shall be in writing and shall be deemed given when hand-delivered or deposited in the mail by registered or certified mail, postage prepaid, to the parties at their addresses set forth above or at such other address or addresses as the parties shall by like manner notify each other from time to time.

Binding Effect. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

Litigation Expense. In the event either party hereto commences litigation against the other to enforce its rights hereunder, the prevailing party in such litigation shall be entitled to recover from the other its reasonable attorney's fees and expenses incidental to such litigation.

Required Notices. The statutory notices and Seller's Disclosures annexed hereto are made a part hereof.

IN WITNESS WHEREOF, the parties execute this Agreement this ____ day of December, 2020.

BUYER: G. ROBERT DUPERRON

By: G Robert Duperron
Name: G. Robert Duperron
Date: December , 2020
Phone: 603-512-6663
Email: G-R-D@comcast.net

Jeanne Duperron
Witness:

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Buyers' Initials: GRD

Sellers' Initials: ____

SELLERS: CITY OF MANCHESTER

By: _____
Name: Joyce Craig
Title: Mayor
Date: December __, 2020
Phone:
Email:

Witness:

Witness:

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Buyers' Initials: GRD

Sellers' Initials: _____

SELLER DISCLOSURE

SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR IMPROVEMENTS THEREON, OTHER THAN:

SECTION 1: WATER SUPPLY (RSA 477:4-C AND 4-D)

It is served by municipal water which has been tested during Seller's period of ownership.

SEWAGE DISPOSAL SYSTEM (RSA 477: 4-c and 4-d)

It is served by municipal water which has been tested during Seller's period of ownership

INSULATION (RSA 477: 4-d)

Please describe, in detail, the types and locations of insulation in the property:

	Where Located	Type
Attic or Cap	_____	_____
Wall Cavities	_____	_____
Exterior walls	_____	_____
Crawl space	_____	_____
If property is insulated, was insulation installed during your ownership? _____		
If yes, when? _____		
Comments/Other _____		

LEAD BASEMENT PAINT (Current or previously existing)

Is there now, or has there ever been, lead-based paint on this property? Yes____ No____
Unknown_____

If yes: Source of information: _____

Are you aware of any cracking, peeling, or flaking lead-based paint? Yes____ No____

Comments: _____

HAZARDOUS MATERIALS

UNDERGROUND STORAGE TANKS - Current or previously existing:

Are there now, or have there ever been, any underground storage tanks on your property?

Yes _____ No _____ Unknown _____

If yes: Are tanks currently in use? Yes _____ No _____

If not: How long have tank(s) been out of service? _____

What materials are, or were, stored in the tanks: _____

Age of tanks: _____

Have you experienced any problems such as leakage? Yes _____ No _____

If yes: describe _____

ASBESTOS - Current or previously existing

* as insulation on the heating system pipes or ducts? Yes _____ No _____ Unknown _____

* In the siding? Yes _____ No _____ Unknown _____

*in the roofing Yes _____ No _____ Unknown _____

*in flooring tiles? Yes _____ No _____ Unknown _____

If yes: source of information: _____

Comments: _____

RADON / AIR - Current or previously existing:

Has this property been tested? Yes _____ No _____ Unknown _____

If yes: Date: _____ By: _____

Results: _____

If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes _____ No _____

Are test results available? Yes _____ No _____

Comment _____

RADON / WATER - Current or previously existing

Has the property been tested? Yes _____ No _____ Unknown _____

If yes: Date: _____

Results: _____

If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes _____ No _____

Are test results available? Yes _____ No _____

Comment _____



St. Mary's Bank

200 McGregor Street, Manchester, NH 03102
1.888.786.2791

Treasurer's Check

54-14
114

No. 0000540530

12/23/20

\$10,000.00

*** TEN THOUSAND DOLLARS AND 00 CENTS ***

PAY

EXACTLY  10,000 Dollars 00 Cents

TO THE
ORDER
OF

CITY OF MANCHESTER

*

*

*RE: DEPOSIT ON 2 BETHEL COURT

VOID AFTER 6 MONTHS

AUTHORIZED SIGNATURE

⑈0000540530⑈ ⑆011400149⑆ 90348416⑈

Posteo

G Robert Duperron
PO Box 5653
Manchester, NH 03108
(603)512-6663
G_R_D@comcast.net

January 6, 2021

ATTN: Brenda
City of Manchester
Tax Collectors Office
1 City Hall Plaza
Manchester, NH 03101

To: Land and Buildings Committee

This letter is regarding a purchase and sales agreement I submitted for 2 Bethel Court on December 23, 2020. After the PS was submitted I received a phone call from Brenda from the tax collector's office. She stated that there may be an issue with section 17 cited SPECIAL TERMS and if I would consider removing that section.

I would like to clarify my intent with this section. This property has been abandoned and uninhabited for at least two years. Because of this period of time the city could require variances to restore the property back to a three family which it had been for thirty years or more. I believe the property would not be in compliance for parking and possibly other reasons. Another issue is if the property has to meet all regulation for new construction the electrical would not have sufficient outlets in all the rooms to meet newer codes. Fire codes are also more stringent for new construction versus existing properties.

I am willing to obtain any city permits that are necessary to restore and rehabilitate the property but I want the property treated as an existing three family. It would not be in my best interest to purchase this property and be unable to restore the property to its previous state.

Yours Truly,

G Robert Duperron